
**GAVEL AUCTIONEERS LIMITED
WEBSITE
TERMS AND CONDITIONS**

BACKGROUND:

This agreement applies as between you, the User of this Website and Gavel Auctioneers Limited owner(s) of this Website. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal / identifying information and credentials used by Users to access parts of the Website and to list or bid on Items;
“Auction”	means an auction taking place on the Website;
“Bidder”	means a User that places a bid on an Item;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
“Item”	means an item listed for auction on the Website by a Seller;
“Item Listing”	means a listing for an Item placed on the Website by a Seller;
“Gavel Auctioneers Limited”	means Gavel Auctioneers Limited C/O Ashferns, SBCHouse, Restmor Way, Wallington, Surrey, SM6 7AH;
“Listing Fee”	means the fee payable to list an Item;
“Seller”	means a User that is selling an Item on the Website;
“Service”	means collectively any online facilities, tools, services or information that Gavel Auctioneers Limited makes available through the Website either now or in the future;
“System”	means any online communications infrastructure that Gavel Auctioneers Limited makes available through the Website either now or in the future. This includes, but is not limited to, Item listings, Auctions, email addresses and online forms;

- “User” / “Users”** means any third party that accesses the Website and is not employed by Gavel Auctioneers Limited and acting in the course of their employment; and
- “Website”** means the website that you are currently using (www.gavelauctionsonline.com) and any sub-domains of this site (e.g. subdomain.www.gavelauctioneers.com & www.gavelpropertyauctions.com) unless expressly excluded by their own terms and conditions.

2. Intellectual Property

- 2.1 Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Website, unless contained in Item Listings, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Gavel Auctioneers Limited, or our affiliates. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2.2 You may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website as specified in Clause 4 of these Terms and Conditions and for personal or educational purposes only unless otherwise indicated on the Website or unless given express written permission to do so by Gavel Auctioneers Limited. Specifically you agree that:
- 2.2.1 You will not systematically copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by Gavel Auctioneers Limited;

3. Third Party Intellectual Property

- 3.1 The Intellectual Property Rights subsisting in the Content of Item Listings belong to Gavel Auctioneers Ltd clients unless it is expressly stated otherwise.
- 3.2 Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties.
- 3.3 The Content described in this Clause 3, unless expressly stated to be so, is not covered by any permission granted by Clause 2 of these Terms and Conditions to use Content from the Website. The exceptions in Clause 4 continue to apply.

4. Fair Use of Intellectual Property

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

5. Links to Other Websites

This Website may contain links to other websites. Unless expressly stated, these sites are not under the control of Gavel Auctioneers Limited or that of our affiliates. We assume no responsibility for the content of such Websites and disclaim liability for

any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

6. **Links to this Website**

Those wishing to place a link to this Website on other sites may do so only to the home page of the site www.gavelauctioneers.com without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Gavel Auctioneers Limited. To find out more please contact us by email at auctions@gavelauctioneers.com or Telephone: +44 (0) 330 80 80 113.

7. **Using the Website**

7.1 In order to use this website, you are required to submit certain personal details and/or business details. By continuing to use this Website you represent and warrant that:

7.1.1 any information you submit is accurate and truthful; and

7.1.2 you will keep this information accurate and up-to-date.

7.2 Gavel Auctioneers Limited will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Item Listings, nor for any errors or omissions in Item Listings. Use of and reliance upon Item Listings is entirely at your own risk.

7.3 Nothing in these Terms and Conditions shall grant Gavel Auctioneers Limited any rights in or to any trademarks or any other intellectual property rights contained within the Item Listing or any part of it save for the right to display the same on the Website as part of the Item Listing and until Gavel Auctioneers Limited choose to remove that Item Listing.

7.4 You acknowledge that Gavel Auctioneers Limited may retain copies of any and all communications, information, Content and Item Listings sent to us or submitted to the Website.

8. **Bidding and Buying**

8.1 Gavel Auctioneers Limited will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Item Listings, nor for any errors or omissions in Item Listings. Use of and reliance upon Item Listings is entirely at your own risk.

8.2 Bidders may bid on any Item at any time during an Auction;

8.3 A bid is generally an irrevocable offer made by a Bidder to a Seller to buy the Listed Item.

8.4 Gavel Auctioneers Limited reserve the right to cancel any bids (including winning bids) without notice during or after an auction has been completed.

8.5 Bidders are responsible for ensuring that they have sufficient funds available to cover their bid(s).

8.6 Bidders are required to conduct their own research and due diligence. All Items are sold on an "as is" basis.

8.7 If a Bidder's bid is the highest bid on an Item at the end of an Auction, [and is

above the Seller's reserve price,] that bid shall be deemed to have been accepted by the Seller, creating a legally binding contract between the Bidder and the Seller under which the Bidder is obliged to purchase the Item at the price of their winning bid and the Seller is obliged to sell the Item for the same.

- 8.8 All Bidders and Sellers shall be entitled to enforce the provisions of these Terms and Conditions and may pursue legal remedies against one another for non-performance of any of their respective obligations hereunder.
- 8.9 Payment for Items may be made by methods that will clearly be set out in the Notice to Purchasers for each lot.
- 8.10 Gavel Auctioneers Limited shall be under no obligation to release any Items to Bidders until they have received any and all sums due in cleared funds.
- 8.11 Gavel Auctioneers Limited transfer only legal title in and to Items shall transfer to Bidders only upon receipt of any and all sums due by Sellers.
- 8.12 You acknowledge that the Consumer Protection (Distance Selling) Regulations 2000 do not apply to the sale of goods by Auction and thus do not apply to this Website or any transactions completed through it.

9. Accounts

- 9.1 In order to use this Website you must create an Account which will contain certain personal / business details. By creating an Account you represent and warrant that:
 - 9.1.1 all information you submit is accurate and truthful; and
 - 9.1.2 you will keep this information accurate and up-to-date.
- 9.2 Sharing of accounts is not permitted unless expressly authorised in writing by Gavel Auctioneers Limited. You must keep your Account details confidential and should not reveal your username or password to any unauthorised third parties.

10. Termination and/or Suspension

In the event that any of the provisions of these Terms and Conditions are not followed, Gavel Auctioneers Limited reserves the right to suspend or terminate your access to the Service. Any Users banned in this way must not attempt to use the Website under any other name or by using the access credentials of another User, with or without the permission of that User.

11. Privacy

- 11.1 Use of the Website is also governed by our Privacy Policy http://www.gavelauctioneers.com/000_vig_user_files/site_uploaded/11444/Website%20Terms%20etc/Gavel%20Auctioneers%20Ltd%20Website%20Privacy%20Policy%20010314.pdf which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.
- 11.2 The Online Auction Software uses cookies to operate, no data is either used or stored by use. Please see Auctioneers Cookie policy for further details.

12. **Disclaimers**

- 12.1 Gavel Auctioneers Limited makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.
- 12.2 Whilst every reasonable endeavour has been made to ensure that all information provided on this Website will be accurate and up to date, Gavel Auctioneers Limited makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our services.
- 12.3 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 12.4 Gavel Auctioneers Limited makes no representation or warranty that any part of this Website is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 12.5 Whilst every effort has been made to ensure that all descriptions of services available from Gavel Auctioneers Limited correspond to the actual services available, Gavel Auctioneers Limited is not responsible for any variations from these descriptions.
- 12.6 Whilst Gavel Auctioneers Limited uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

13. **Availability of the Website and Modifications**

- 13.1 The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 13.2 Gavel Auctioneers Limited accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 13.3 Gavel Auctioneers Limited reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

14. **Limitation of Liability**

- 14.1 To the maximum extent permitted by law, Gavel Auctioneers Limited accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.

14.2 Nothing in these terms and conditions excludes or restricts Gavel Auctioneers Limited's liability for death or personal injury resulting from any negligence or fraud on the part of Gavel Auctioneers Limited.

14.3 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

15. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

16. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

17. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Gavel Auctioneers Limited.

18. Communications

18.1 All notices / communications shall be given to us either by post to our Premises (see address above) or by email to auctions@gavelauctioneers.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

18.2 Gavel Auctioneers Limited may from time to time send you information about our products and/or services. If you do not wish to receive such information, please "click on the 'Unsubscribe' link in any emails which you receive from us.

19. Dispute Resolution

19.1 Any and all disputes between Bidders and Gavel Auctioneers Ltd must be notified to Gavel Auctioneers Limited as soon as possible using the contact details set out in Clause 18.

19.2 The initial communication must set out the nature of the dispute in as much detail as is reasonably possible.

19.3 Gavel Auctioneers Limited will use reasonable endeavours to resolve any and all disputes within 3 days. In the event that a dispute is not resolved within that time, either party to the dispute or Gavel Auctioneers Limited may request a meeting of all parties concerned in order to resolve the dispute.

19.4 Where any dispute continues unresolved after the measures set out in sub-Clauses 19.1 to 19.3, the parties to the dispute are free to use any lawful methods they deem appropriate in order to reach a resolution including, but not limited to, seeking independent legal advice.

20. Law and Jurisdiction

These terms and conditions and the relationship between you and Gavel Auctioneers Limited shall be governed by and construed in accordance with the Law of England and Wales and Gavel Auctioneers Limited and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.